

LICENSE AGREEMENT

This Agreement, made this 26th day of July, 1999, between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, with principal mailing address at 110 North Washington Street, 3rd Floor, Rockville, Maryland 20850, hereinafter designated LICENSOR and NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC., a Delaware corporation, with its principal office located at 4340 East West Highway, Suite 800, Bethesda, Maryland 20814, hereinafter designated LICENSEE.

WITNESSETH

In consideration of the rents hereinafter provided, and the mutual promises herein contained, the parties do hereby agree as follows:

1. Licensor hereby grants to Licensee a License to occupy and use, subject to all of the terms and conditions hereof, space for a communications facility of twelve (12) panel antennas with twelve (12) 1 5/8" cables, mounted at approximately 75 feet AGL on a public safety training tower (the "Tower") at Montgomery County Public Safety Training Academy, located at 10025 Darnestown Road, Rockville, Montgomery County, Maryland 20850 (the "Land") (the Land and the Tower are collectively the "Property"), being the same Property as further described in a Deed filed among the Land Records of Montgomery County, Maryland in Liber 3862 at folio 776, and more particularly described in Exhibit A. Licensor further hereby grants to Licensee a License to construct a stackable modular equipment building to be used in conjunction with the communications facility at the base of the Tower with approximate dimensions of 12 feet by 24 feet subject to approval of the Licensor, said Tower space for antennas and ground space for an equipment building hereinafter called the "Premises". The antennas, cables, air conditioned equipment shelter, transmission lines, utility lines, electronic equipment and supporting equipment and structures thereto shall be collectively the "Licensee Facilities". The relative location of the Licensee Facilities on the Premises is as shown on Exhibit B to be attached hereto and made a part hereof. Licensee is also granted a right-of-way

to install and maintain utility wires, pipes, cables, conduits or other connections between the antennas and the modular building. The Licensee shall have the right of ingress to and egress from the Property, on foot or motor vehicle, including trucks, 24 hours a day, 7 days a week. In the event that the Licensee desires access to the Property on weekends or prior to 7:00 a.m. or after 3:00 p.m., Monday through Friday, Licensee shall call the Security Desk at the Executive Office Building, 101 Monroe Street, Rockville, telephone number (301) 217-2423.

2. (a) If the Premises or Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Licenser no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Licensee chooses not to terminate this Agreement, annual fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(b) In the event the Tower is destroyed or materially damaged ("materially" being herein defined as damage costing more than 50% of the total value of the Tower), Licenser shall have no financial or other liability, including consequential damages, to Licensee and Licenser shall have no duty or obligation to restore or replace the Tower. Licensee shall have the option to restore or replace the Tower. Licensee shall have the option to restore the Tower and related equipment at Licensee's sole cost and expense or to terminate this Agreement as of the date of damage and/or destruction. In the event of non-material damage to the Tower, Licenser hereby agrees to promptly repair the same. In the event Licensee's equipment is destroyed or damaged, the Licensee reserves the right to replace the aforementioned equipment with similar and comparable equipment.

3. (a) This Agreement shall be for a term of five (5) years. It shall commence on December 1, 1999 or upon completion of construction of Licensee Facilities, whichever first occurs, and shall terminate five (5) years later. The parties shall confirm by letter the actual dates of the term of this Agreement.

(b) The parties hereby agree that, at the Licensee's option, upon expiration of the five (5) year term, the parties will renegotiate in good faith to extend this Agreement for an additional five (5) year term. The parties further agree that all terms and conditions of this Agreement, except for the annual fee, shall remain the same and that the annual fee payable to the Licensor for the five (5) year additional term shall not exceed the greater of four percent (4%) of the annual fee payable to Licensor payable in year five (5) of the initial term or the highest annual fee being paid by a comparable telecommunications carrier on the Tower.

4. (a) The annual fee for the five (5) year term shall be payable to the Licensor in the following schedule:

	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 1	\$21,600.00	\$1,800.00
Year 2	\$22,248.00	\$1,854.00
Year 3	\$22,920.00	\$1,910.00
Year 4	\$23,616.00	\$1,968.00
Year 5	\$24,312.00	\$2,026.00

12/1/99
12/1/00
12/1/01
12/1/02
12/1/03

(b) Within fifteen (15) days of the commencement date, Licensee shall deposit with Licensor the sum of Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00) (the "Security Deposit"). Said Security Deposit shall be held by Licensor as security for the faithful performance by Licensee of the terms, covenants and conditions of this Agreement. If Licensee defaults under this Agreement, which default is not cured by Licensee pursuant to Paragraph 23, Licensor may use, apply or retain all or part of this Security Deposit to compensate Licensor for any reasonable expense incurred by Licensor by reason of Licensee's uncured default. Prior to Licensor invading the Security Deposit, it shall first give Licensee written notice of its intention to do so and with that notice shall provide to Licensee reasonable supporting documentation of the expense for which Licensor seeks compensation from the Security Deposit. Such notice and

documentation shall be provided by Licensor to Licensee within thirty (30) days after the date of occurrence which gives rise to Licensor's claimed expense. Failure to provide such notice and documentation within such time shall result in a waiver of Licensor of the right to invade the Security Deposit. If the Security Deposit is invaded by Licensor in accordance with this Paragraph, Licensee shall restore the Security Deposit within thirty (30) days after the notice and demand from Licensor. Licensor shall return the Security Deposit to Licensee or Licensee's assignee within thirty (30) days after the date of expiration or termination of this Agreement.

5. It is understood and agreed that Licensee's ability to use the Premises is contingent upon its maintaining after the effective date of this Agreement all of the certificates, permits, and other approvals that may be required by any Federal, State or Local authorities, including but not limited to the Montgomery County Telecommunications Tower Facility Coordinating Group. Licensor will assist Licensee in obtaining and maintaining all such needed approvals. In the event any such needed approvals are canceled or revoked, the Licensee has the right to cancel this Agreement upon the giving of sixty (60) days written notice.

6. Licensee shall indemnify, defend and hold Licensor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the terms of this Agreement, including the use and occupancy of the Premises by the Licensee, its servants or agents, and deriving from Licensee's obligations hereunder excepting, however, such claims or damages as may be due to or caused by the negligent acts of the Licensor, or its servants or agents.

7. Licensee shall obtain and maintain during the term of this Agreement a policy of public liability insurance with bodily injury limits of One Million Dollars (\$1,000,000.00) per occurrence and property damage insurance with a limit of \$500,000.00. Licensor agrees that Licensee may self-insure against any loss or damage which would be covered by a comprehensive general public liability insurance policy, provided that Licensee files certificates of self-insurance with the Licensor. Licensee shall, within 10 days from the final execution of this Agreement, deliver to Licensor a certificate of insurance evidencing the coverage enumerated above. The certificate must be issued to Montgomery County, Maryland,

Department of Facilities and Services, Office of Real Estate Management, 110 N. Washington Street, Rockville, Maryland 20850. This certificate of insurance provided to Licensor must include a provision that the Licensor is named as an additional insured, and the insurance provided may not be modified or canceled without endeavoring to provide thirty (30) days advance notice to the Licensor.

8. Provided Licensee is not in default hereunder and shall have paid all fees and sums due and payable to the Licensor by Licensee, Licensee shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) written months prior notice is given the Licensor.

9. On or before the expiration or earlier termination of this Agreement for any reason Licensee shall have the right and the obligation to remove its antennas from the Tower, remove its fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, provided such removal shall occur within a reasonable period of time, not to exceed ninety (90) days, from the expiration or earlier termination of this Agreement.

10. Licensee, upon expiration or termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to Licensor the Premises in good condition. In the event that Licensee shall hold over after the expiration of this Agreement, the tenancy created by such holding over shall be a month to month, but in all other respects shall be governed by the terms of this Agreement, provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such hold over.

11. The Licensee agrees to install and to pay all of the costs of providing separate metering for electrical service to the Licensee's antennas and to the modular building.

12. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between the Licensor and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute,

controversy or proceedings at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

13. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland.

14. (a) All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LICENSOR:

Montgomery County, Maryland
Leasing Management
110 North Washington St., 3rd Fl
Rockville, Maryland 20850

LICENSEE:

Nextel Communications of the
Mid-Atlantic, Inc.
4340 East West Highway, Suite 800
Bethesda, MD 20814
ATTN: Property Manager

with a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, Virginia 20191-3436
Attn.: Legal Dept., Ried Zulager

(b) In the case of an emergency, Licensor may contact the Field Operations Manager, Tom Sammarco, at phone number (202) 437-2938 or by pager (888) 669-1811 (or any other contact number Licensee may hereinafter designate to Licensor).

15. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

16. Licensee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, 1984, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Licensee assures the County that in accordance with applicable

law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, ancestry, marital status, national origin, race, religious belief, sexual preference or disability.

17. Licensee represents that it has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the Licensee for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

18. Licensee understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code, 1994, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

19. It is expressly understood that the Licensor shall not be construed or held to be a partner or associate of the Licensee in the conduct of Licensee's business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of Licensor and Licensee.

20. The Licensee shall attach and energize its antenna in such a manner that the reception and transmission signals of Licensor are not interfered with or degraded. If any such interference occurs and is not corrected by Licensee within 24 hours of notification (or, in the event of material interference with the reception and transmission signals of the Montgomery County Public Safety Training Academy, within eight (8) hours of notification), the Licensee shall be required to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing. Except as set forth hereafter, Licensor shall not be held responsible for any interference to Licensee's equipment or operations, provided Licensor exercises due care. Licensor agrees that, after the execution of this Agreement, any tenants or licensees of the Property will be permitted to install only such radio equipment that is of the type

and frequency which will not cause measurable interference to Licensee. In the event future equipment of any tenants or licensees of the Property causes interference to Licensee and is not corrected by the interfering party within twenty-four (24) hours of notification, the Licensor shall require the interfering party to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

21. The Licensor shall have the right to terminate this agreement, in whole or in part, upon the giving of one hundred eighty (180) days notice, whenever the Chief Administrative Officer shall determine that termination of this agreement is in the best interest of the Licensor. Termination hereunder shall be effected by delivery to Licensee of a written Notice of Termination one hundred eighty (180) days prior to the date upon which termination shall become effective. This Agreement may not be terminated by Licensor solely for the purpose of licensing this property to another telecommunications provider.

22. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Licensor; provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 24 below. Licensor may assign this Agreement upon written notice to Licensee, subject to the assignee assuming all of Licensor's obligations herein, including but not limited to, those set forth in Paragraph 24 below. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

23. (a) Licensee shall be considered in default of the Agreement upon the occurrence of any of the following:

- i) Failure to perform under any term, covenant or condition of this Agreement, and the continuance thereof for 30 days after written notice from Licensor specifying said failure (or if such default is of a nature that it cannot be cured within thirty (30) days, if Licensee does not commence remedial action within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default).
- ii) The abandonment of the property by the Licensee.
- iii) Failure to correct signal interference pursuant to Paragraph 20.

In the event that the Licensee shall be found in default and shall fail to commence remedial action after notice is given as set forth above and thereafter proceed with reasonable diligence and in good faith to cure such default, then the Licensee's right to be on the Property shall automatically be revoked.

(b) In the event Licensor defaults in any of its covenants and obligations hereunder, Licensee may give written notice of such default, and if Licensor does not cure any non-monetary within thirty (30) days of such notice of default, (or if such non-monetary default is of a nature that it cannot be cured within thirty (30) days, if Licensor does not commence remedial action within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Licensee may terminate this Agreement.

Notwithstanding anything to the contrary in this Paragraph 23 (b), Licensor shall be required to cure signal interference within the timeframe set forth in Paragraph 20.

(c) In addition to the rights to terminate set forth above and elsewhere in this Agreement, this Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Licensee if Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (ii) by Licensee if Licensee determines that the Premises are not appropriate for

its operations for economic or technological reasons, including, without limitation, signal interference.

24. (a) Licenser waives any lien rights it may have concerning the Licensee Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licenser's consent.

(b) Licenser acknowledges that Licensee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the License Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Licenser (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any annual fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

25. Licenser warrants that (i) Licenser owns the Property in fee simple and has rights access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Licenser has full right to make and perform this Agreement; and (iii) Licenser covenants and agrees with Licensee paying the annual fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises.

26. (a) In the event the property is encumbered by a mortgage or deed of trust, Licenser agrees to obtain and furnish to Licensee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(b) Licenser acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Licensee in the official records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of

trust. Licenser agrees to obtain and furnish to Licensee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

27. Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Licenser represents, warrants to the best of Licenser's knowledge (without any independent investigation being conducted on the property) and agrees (1) that neither Licenser nor, to Licenser's knowledge, any third party has used, generated, stored or disposed of or permitted the use, generation, storage or disposal of any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Licenser will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. As used in this Paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Paragraph shall survive the termination of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly
executed.

WITNESS: _____

LICENSEE: _____

NEXTEL COMMUNICATIONS OF THE
MID-ATLANTIC, INC., A DELAWARE
CORP.

By: Marilyn F. Steckley

By: James C. Reagan
JAMES C. REAGAN

VICE PRESIDENT, FINANCE & OPERATIONS,
NEXTEL COMMUNICATIONS OF THE
MID-ATLANTIC, INC.

Date: 7/8/99

WITNESS: _____

LICENSOR: _____

MONTGOMERY COUNTY,
MARYLAND, A BODY CORPORATE
AND POLITIC

By: Rebecca S. Domaruck

By: William M. Mooney, Jr.
William M. Mooney, Jr.
Assistant Chief Administrative Officer

Date: 7/26/99

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Christopher Hitchens
CHRISTOPHER HITCHENS

RECOMMENDED

By: Rey Junquera

REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

EXHIBIT A Description of Land

Being a part of a tract of land called "The Pines", "Discovery Hall" and "Conclusion" and being parts of the same land conveyed to Charles M. Thomas and Katherine G. Thomas, his wife, by Wayland W. Spilman, et ux, by deed dated August 4, 1941, and recorded among the Land Records of Montgomery County, Maryland, in Liber 836, at Folio 448, and being also a part of the same lands conveyed to Edgar Fulks, et ux, by Collie B. Coe, et al, on April 19, 1902, and recorded in Liber T.D. 22, at Folio 52, and also part of a conveyance from Arthur W. Stonestreet, Executor, to Edgar Fulks, by deed dated October 13, 1909, and recorded in Liber 210, at Folio 152, and also part of a conveyance from Arthur W. Stonestreet, et ux, to Edgar Fulks dated September 10, 1909, and recorded in Liber 210, at Folio 154, and being also a part of the same land conveyed to W. W. Spilman, et ux, by Edgar Fulks, et ux, by deed dated May 22, 1956, and recorded in Liber 402, at Folio 110, all among the land records of Montgomery County, Maryland, and being more particularly described as follows:

Beginning for the same at a stone planted on the northerly line of the Rockville-Darnestown Pike (Md. Route #28, 60 feet wide) said point being S 81° 18' 26" E 61.00 feet from the Southeast corner of the Potomac Electric Power Company lot as conveyed by Charles M. Thomas, et ux, and recorded in Liber 1593, at Folio 17, and thence leaving said road and running to include parts of the above first mentioned conveyance with bearings corrected to the true meridian.

1. N 19° 06' 02" E 813.10 feet to a stone planted, thence
2. N 66° 01' 04" W 1041.45 feet to an iron pipe found at the end of the 11th or N 59° 30' E 30 Perch line of the conveyance for 212.58 acres of land by Collie B. Coe, et ux, et al, to Edgar Fulks, et ux, dated April 19, 1902, and recorded in Liber T.D. 22, at Folio 52, and running thence with the outlines of said conveyance
3. N 49° 59' 47" W 189.41 feet to a large rock found at the end of the 12th line of the above mentioned conveyance, thence
4. N 61° 54' 07" W 463.20 feet to a small white oak tree at the end of the 13th line of said conveyance, thence with the 14th and 18th lines of said conveyance
5. N 62° 48' 10" E 1813.54 feet to a stone planted at the end of the 18th line, thence with the 19th line of said conveyance
6. S 80° 39' 38" E 2470.76 feet to a stone planted, thence leaving the outlines of T.D. #22, Folio 52, and running thence with the last or N 77° 56' 30" W 49.62 Perch line reversed of a conveyance for 4.622 acres of land by Charles M. Thomas, et ux, to Nathan C. Stiles, et ux, dated August 11, 1942, and recorded in Liber 897, at Folio 404

7. S 81° 29' 06" E 818.73 feet to a stone planted, thence with a part of the 24th or S 19° W 111 Perch line of T.D. #22, Folio 52
8. S 14° 56' 44" W 1642.25 feet to a stone planted at the end thereof, said point being also the beginning of a conveyance for 4 acres of land by Joseph West, et ux, to Augustus R. Righter, et ux, dated June 19, 1936, and recorded in Liber 628 at Folio 260, and running thence with a part of the last line of said conveyance reversed
9. S 80° 08' 50" E 325.53 feet to a stone planted on the Westerly line of Shady Grove Road (40 feet wide) thence with said line
10. S 40° 39' 53" W 111.73 feet, thence
11. 323.37 feet along the arc of a curve to the left having a radius of 814.08 feet, Chord - S 29° 17' 07" E 321.25 feet, thence
12. S 17° 54' 20" W 124.07 feet to a stone planted at the intersection of the Westerly line of Shady Grove Road with the second line of a conveyance for 1 acre of land by Charles M. Thomas, et ux, to George Righter, et ux, dated April 11, 1960, and recorded in Liber 2723 at Folio 137, thence with the outlines of said conveyance
13. N 72° 05' 40" W 290.70 feet to a stone planted, thence
14. S 17° 54' 20" W 150.00 feet to a stone planted, thence
15. S 72° 05' 40" E 290.70 feet to a stone planted on the West side of Shady Grove Road, thence with said road
16. S 17° 54' 20" W 1022.41 feet to a stone planted on the Northerly line of the Darnestown & Rockville Pike (Md. Route #28, 60 feet wide) thence with said line
17. 449.01 feet along the arc of a curve to the right having a radius of 841.67 feet Chord - N 57° 05' 37" W 443.70, thence
18. N 41° 48' 39" W 361.11 feet, thence
19. 779.85 feet along the arc of a curve to the left having a radius of 2642.91 feet, Chord - N 50° 15' 51" W 777.04 feet, thence
20. N 58° 43' 02" W 97.19 feet, thence
21. 513.43 feet along the arc of a curve to the left having a radius of 1302.24 feet, Chord - N 70° 00' 44" W 510.12 feet, thence
22. N 81° 18' 26" W 1129.99 feet to the place of beginning, containing 220.00 acres of land.

EXHIBIT B
Description of the Premises

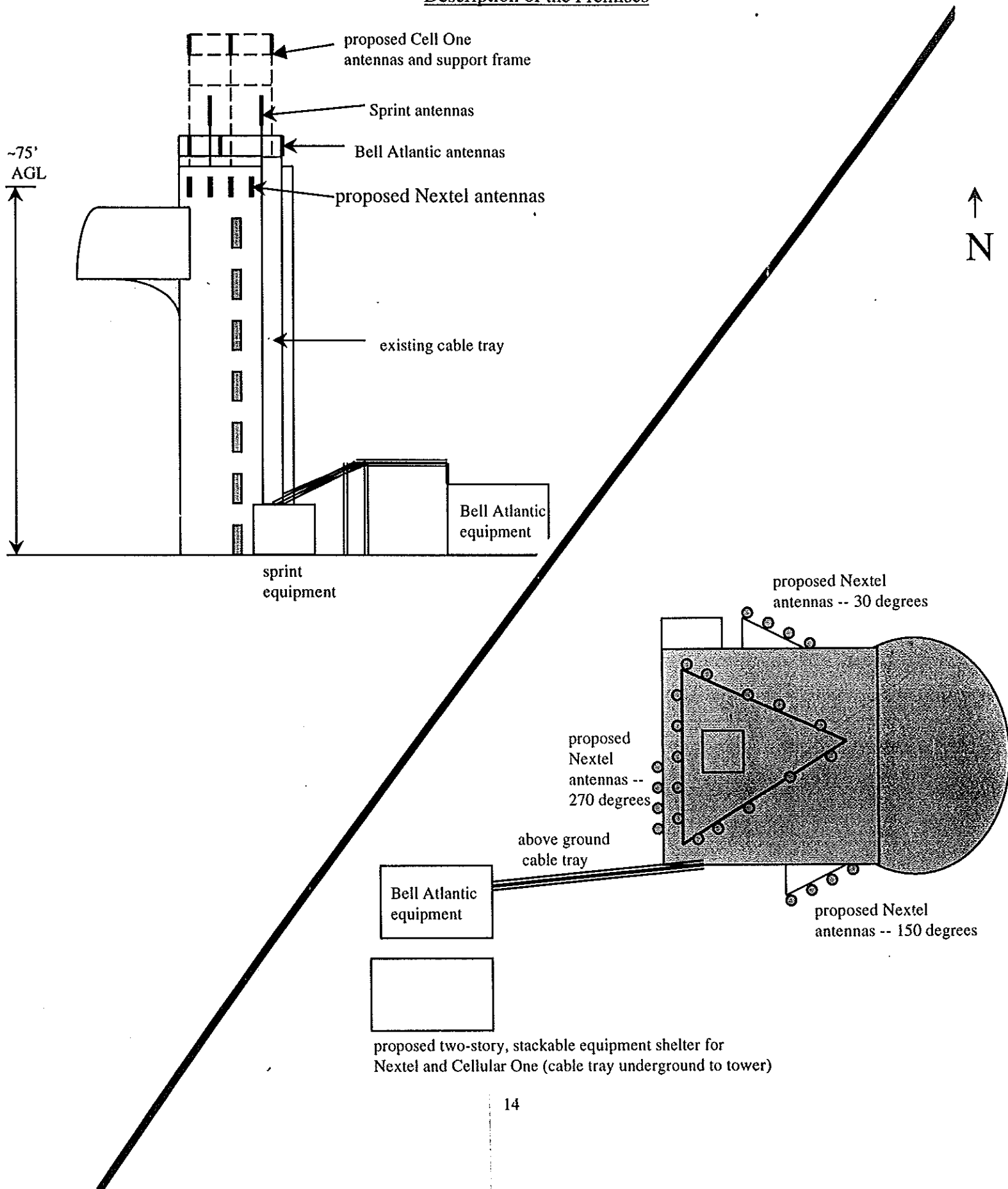


EXHIBIT C
MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, Virginia 20191-3436
Attn.: Legal Dept., Ried Zulager

This Memorandum of Agreement is entered into on this ____ day of _____, 1999, by and between MONTGOMERY COUNTY, MARYLAND a body corporate and politic, with an office at 110 North Washington Street, 3rd Floor, Rockville, Maryland 20850, (hereinafter referred to as "Licensor") and Nextel Communications of the Mid-Atlantic, Inc., a Delaware corporation with an office at 4340 East West Highway, Suite 800, Bethesda, MD 20814, (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a License Agreement ("Agreement") on the ____ day of _____ 1999, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the date the Agreement is signed by Licensor ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being licensed to Licensee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:

Montgomery County, Maryland
a body corporate and politic

By: William L. Mooney

Name: William Mooney
Assistant Chief Administrative Officer

Date: 7/26/99

LICENSEE:

Nextel Communications of the Mid-Atlantic, Inc., a Delaware corporation

By: James C. Reagan

Name: James C. Reagan
Vice President, Operations & Finance,
Nextel Communications of the Mid-
Atlantic, Inc.

Date: 7/28/99

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On July 26, 1999, before me, Cindy A. Sullivan, Notary Public, personally appeared William Morrey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cindy A. Sullivan (SEAL)
Notary Public

CINDY A. SULLIVAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 31, 2000

My commission expires: _____

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On 7/8/99, before me, Marje H. Tirrell, Notary Public, personally appeared James C. Reagan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marje Hensley Tirrell (SEAL)
Notary Public

My commission expires: April 27, 2002